

Penumbra Publishing
4450 Meadowland Drive
Murfreesboro, TN 37127-6612
PenumbraPublishing@gmail.com

PUBLISHING CONTRACT (AGREEMENT)

(1) AGREEMENT PARTIES AND TERM

(1a) A legal and binding Agreement to publish a work is made this _____ day of _____, in the year of _____,

BETWEEN **Penumbra Publishing**, located at 4450 Meadowland Drive, Murfreesboro, Tennessee, 37127-6612, hereinafter called the "Publisher"

AND _____, writing under the pseudonym _____, hereinafter called the "Author", whose address is _____ and whose email address is _____ being the writer and owner of a work tentatively entitled _____ (hereinafter called the "Work"), intended for the market of _____ (specify non-fiction genre or fiction genre type), with approximate word count of _____

WITH CO-AUTHORS, IF APPLICABLE, IDENTIFIED BELOW

(1b) AGREEMENT REMAINS IN EFFECT for a period of TWO YEARS from the contract date, if signed and returned to Publisher within 14 days of contract date. In the event postal delivery would put an undue burden on Author, Publisher agrees to accept email statement from Author declaring all terms of contract are acceptable and binding, and said email will be kept in file as a record and attachment to this Agreement. (In the case of co-authors, all co-authors must sign and return or email acceptance of their copies of the Agreement within 14 days of the contract date.) Non-receipt of signed contract or email of acceptance from Author within the 14-day period from the date of the Agreement nullifies Agreement.

(1c) CHANGE OF NOTIFICATION METHOD – Acknowledgement of notification of updated/changed postal delivery and/or email addresses by either party will be considered as mutually agreed contact updates to this agreement, and will be attached as a copy to this Agreement and considered a part of this Agreement.

(1d) AUTOMATIC RENEWAL AND TERMINATION – After the initial term defined in (1b), the Agreement as originally drafted and appropriately amended, will be automatically extended annually on the anniversary date of the Agreement and remain in effect until 90 calendar days after either Publisher or Author provides written notification of termination either by email or post mail. Termination notification date is determined by postmark date or email transmission date. In case of co-authors, the termination notification by or to any co-author must be copied to all co-authors to serve as notice of termination for all co-authors.

(2) GRANT OF RIGHTS

The Author hereby grants and assigns to the Publisher the following rights in regard to reproducing and distributing the Work:

(2a) ELECTRONIC RIGHTS – The Author agrees to allow the Publisher to reproduce and distribute the Work electronically as a direct upload/download via the internet through the Publisher's website, as retail through online bookstores, wholesale through distributors, or any other sales means determined appropriate by the Publisher. The Author also grants and assigns to the Publisher the right to reproduce and sell the Work on disks or other physical electronic storage media through mail order/telephone order sales and/or through retail sales via internet at online bookstores and/or physical bookstores. These rights pertain to those electronic rights described above and any or all future electronic formats that may be developed during the period covered by this contract.

(2b) PRINT-ON-DEMAND AND TRADE PAPERBACK RIGHTS – The Author agrees to allow the Publisher to reproduce and distribute the Work in print-on-demand or short-print runs in trade paperback formats and/or other sizes available from print-on-demand print-production entities and/or distributors Publisher may contract to produce the Work in printed form. Publisher may distribute printed books or sell retail from Publisher's web site, or allow retail sales through internet online or physical bookstores, or at special promotional events or any other sales venues the Publisher deems appropriate.

(2c) REVISIONS AND REVISED EDITIONS – Publisher reserves the right to make minor editorial revisions or corrections to the already released editions of the Work for sale under the scope of this Agreement, or offer the Work with different cover art, without the requirement that revised forms of the Work be reissued as revised editions under a different ISBN/EAN-13. Significant changes in content of reissued versions of the Work requested by the Author and agreed to by the Publisher may, as mutually decided, be reissued as revised editions requiring a different ISBN/EAN-13. Upon reaching this decision, an addendum to this Agreement will be attached as part of this Agreement to cover said new edition changes.

(2d) FOREIGN ENGLISH LANGUAGE RIGHTS – For the purpose of this Agreement, foreign rights are defined as the right to produce and distribute for sale the Work in electronic or print format through distributors or retailers with an established sales or corporate presence in a country other than or in addition to the United States. Author grants Publisher foreign rights to enter into distribution agreements or to sell the Work direct in the English language version in other countries in addition to the United States and its territories. (Individual sales to consumers outside the United States who purchase via US channels are not considered foreign sales.)

(2e) FOREIGN AND DOMESTIC NON-ENGLISH LANGUAGE RIGHTS – Author is free to negotiate Foreign Rights for the Work in non-English version, or to engage an agent to act on the Author's behalf in negotiating Foreign Rights that are translated into languages other than English and intended for foreign or US market sales.

(2f) OTHER RIGHTS – Production, distribution, and sale of the Work in electronic or print form in the English language version shall remain exclusive to the Publisher while this contract is in

effect, and Publisher does not request or claim any other rights such as related merchandising, movie rights, audio recording rights, or similar rights usually considered separate from the electronic and print rights herein requested by Publisher and granted by Author. Author will not produce or distribute or enter into other agreements with other publishers or distributors to serialize or produce alternate versions of the Work, including move tie-in electronic or print versions of the Work, or in any other way sell the Work or rights to the Work without first consulting Publisher to determine whether such activities would infringe on the ability of Publisher to derive income from the rights granted by Author while this contract is in force.

(3) COPYRIGHT

(3a) COPYRIGHT REGISTRATION – Responsibility for copyright registration rests solely with the Author as the owner of copyright to the Work. Registration of copyright will be made at Author’s discretion and expense. Publisher advises Author that failure to register copyright could negatively impact the ability to recover damages if copyright registration is not filed on the Work. (In the case of co-authors, all authors must consult US Copyright Law to determine the proper way to register copyright of the Work. If an anthology, each author will be responsible for registering copyright for the portion of the Work for which they own copyright.)

(3b) COPYRIGHT LAW REQUIRING DEPOSIT OF TWO COPIES OF WORK – Publisher will, at Publisher’s expense, within three months of publication release of the Work or as soon as practical thereafter, send two copies of the Work to the Library of Congress as required by US Copyright Law. Publisher advises Author to comply with US copyright registration requiring the registration form and fee to accompany two best-format copies of the Work sent to the Library of Congress. Publisher will, at Author’s request, forward and include a copy of the electronic copyright registration form and fee with the two copies of the Work as required by copyright law, when Author provides the electronic form completed, and pays funds to cover the copyright registration fee to Publisher in a method acceptable to Publisher.

(3c) COPYRIGHT INFRINGEMENT – In the event of copyright infringement on the Work, Author is encouraged to put forth appropriate defense. Publisher may, at its discretion, defend against copyright infringement and expend financial resources in such a defense, but is not obligated to do so. Publisher’s decision to expend funds in defense of copyright will be decided by the potential defense cost compared to recompense for lost income due to infringement.

(3d) COPYRIGHT NOTICE WITHIN THE WORK – Publisher agrees to imprint or to have imprinted in each copy of the Work the copyright notice in accordance with applicable US Copyright Law, which includes the ISBN/EAN-13 assigned to the Work for print format and/or for electronic format in which the Publisher makes the Work available.

(4) MANUSCRIPT (THE WORK)

(4a) DELIVERY OF MANUSCRIPT – The Work is to be sent to Publisher electronically via email attachment in acceptable compatible format per Publisher’s specifications (**DOC or RTF or ODT file format usable on Windows based operating system 2003 or earlier**). Author has 10 days from the post date of electronic written approval of this agreement, or 10 days from the postmark date of mailed signed contract, to provide manuscript as specified.

(4b) PUBLISHER REQUESTED REVISIONS – If, in Publisher's sole opinion, the manuscript is not suitable for publishing purposes, then Publisher shall have the option to request Author to perform such changes or rewrites of the manuscript as Publisher deems necessary. Author may agree to said changes, negotiate mutually agreeable changes, or nullify this Agreement.

(4c) AUTHOR'S TIMELINE FOR REVISIONS – If Author agrees with Publisher's request to revise the Work, Author is to deliver a complete, clean, and revised manuscript in acceptable, compatible electronic format to Publisher within 60 days of notification of Publisher's request for rewrites. Author may negotiate a mutually acceptable extension if 60 days is not sufficient for Author to complete the rewrites as agreed.

(4d) MANUSCRIPT ACCEPTABILITY FOR PUBLICATION – If in Publisher's sole judgment the revised Work requires no further revisions, it is deemed acceptable for publication.

(4e) PUBLISHER'S RIGHT TO CORRECT ERRORS – If, upon inspection of the final draft of the Work, the Publisher finds that the author has failed to correct any errors, whether these are in the nature of grammar, usage, punctuation, logic or anything whatsoever that would be interpreted clearly as an error, the Publisher reserves the right to correct all such errors without further consultation with the author. For print formatting purposes Publisher reserves the right to make minor editorial changes to correct formatting errors without consulting the author.

(4f) AUTHOR PROOF PRIOR TO PUBLICATION – Publisher will provide Author with electronic version in PDF format of the Work as intended for publication, including the entire manuscript formatted for print production, and entire cover formatted for print production. Upon receipt of said files, Author has 10 days to proof the files for errors and suggest changes. Publisher will either make requested changes as it sees fit or, in the absence of Author's approval, within 10 days of proof delivery to Author will send the completed work for print production and release it for sale according to the production schedule of the printer contracted by the Publisher. At the Publisher's discretion, if further changes are made to the Work before final production, a second proof will be offered for review by Author, with a 10-day window for approval or request for further changes which, if requested by Author, will be made at the Publisher's discretion.

(4g) ERRORS – Publisher will make every reasonable effort to ensure the Work is produced and published as error-free as possible. Publisher makes no warranty regarding absence of errors in the final version of the Work in print or ebook format. Publisher may choose to correct post-production errors but is not obligated to do so unless said errors can be demonstrated to create a situation that is harmful to others or violates law.

(4g) FORMATTING AND COVER ARTWORK FOR THE WORK – Publisher retains copyright of all artwork and unique formatting used in production of the work for publication, and said artwork and final-format files may not be used in any manner without Publisher's permission, except for the purpose of display or in excerpts to promote and sell the Work while it is governed by this Agreement. Use of said artwork or files beyond the scope of this Agreement is prohibited by the Publisher unless an agreement is made to release said files for use beyond the scope of this agreement.

(5) PERMISSIONS FOR USE OF OUTSIDE COPYRIGHTED MATERIAL

(5a) NOTIFICATION OF OUTSIDE COPYRIGHTED MATERIAL – Prior to submitting the Work to Publisher for production, Author must notify Publisher of any content in the Work that is copyrighted material taken from other sources for which Author does not hold legal copyright.

(5b) OBTAINING COPYRIGHT PERMISSION – Author shall be responsible for and shall, at the Author's own expense, obtain all necessary permissions to publish any copyrighted material contained in the Work, prior to submitting the Work to Publisher for acceptance.

(4c) IN THE ABSENCE OF COPYRIGHT PERMISSIONS – The Author agrees that without said permissions, copyrighted material beyond the legal definition of 'fair use' must be removed from the Work in such a manner as to render the Work in a revised state deemed by Publisher to be fit to publish.

(6) AUTHOR'S WARRANTY

(6a) SOLE CREATOR – Author warrants and covenants that Author is the sole creator and owner of the Work, that the Work is original, and that Author has full power and authority to enter into this Agreement.

(6b) CONTENT – Further, Author warrants that the Work is not subject to any pre-existing contractual obligations; does not infringe on any right of privacy, copyright, or proprietary right; is not in violation of any statute; and does not contain any matter unlawful, libelous, or defamatory.

(7) ROYALTIES

(7a) SALES PROJECTIONS – Publisher makes no sales royalty projections for the Work and hereby notifies the Author that all sales are dependent in large part on the Author's ability to effectively promote and market the Work to readers individually and in group forums, using whatever methods seem prudent and effective within the Author's means.

(7b) ADVANCE – Publisher shall not be required to pay Author(s) an advance upon or against the money expected to accrue to him/her under this Agreement. Any advances paid shall be entirely voluntary on the Publisher's part, to be paid at such time and in whatever amount and method the Publisher's deems acceptable.

(7c) MULTIPLE AUTHOR ROYALTIES – If the Work consists of an anthology, novel or short stories written by multiple Authors, royalty percentages (noted below) will be split equally among all authors of the Work.

(7d) AUTHOR'S ROYALTY PERCENTAGE – Regardless of method or source of sale, whether wholesale distribution or through Publisher's direct sales, royalty earnings from said sales of the Work in any format (electronic or print) will be split between Publisher and Author so that Author's portion is 35 percent of the earnings from said sales. Author shall note that royalty earnings on this basis will not be tied to a specific retail price for a given format of the Work, but will be based strictly on net earnings from all sales of the Work for which Publisher receives payment. Net earnings in this situation means whatever profit Publisher receives from sales will be figured after direct costs of conducting the sales are deducted from the gross sales receipts of the Work. Direct costs would include but not limited to actual printing and shipping costs to obtain printed units of the

Work for resale, prorated per-unit sales transaction fees to process buyer payments, and other costs directly associated with unit sales of the Work, like promotional discounts on shipping or other costs normally associated with sales of the Work. Upfront costs such as set up and processing fees, and recurring file distribution maintenance fees charged by the printer or distribution management entity, and other costs of doing business not directly associated with individual unit sales of the Work, will be capitalized by the Publisher over the lifetime of this Agreement and be paid by the Publisher's portion of royalties earned, as a cost of doing business.

(7e) ROYALTIES ON PROMOTIONAL COPIES – Author shall not earn or be credited for any royalties on copies of the Work in any format which are given away by the Author or the Publisher for promotional purposes, whether for review, as contest prizes, or for any other reasons deemed appropriate by either Author or Publisher.

(7f) STATEMENT OF ACCOUNT – Publisher agrees to provide Author with a periodic Statement of Account via email twice yearly for proceeds derived and received from sales of Author's Work during the statement periods. Statement periods will be defined as ending December 31 and June 30, and sales information shall be provided to Author semi-annually for those periods, regardless of whether any money is due, to satisfy Publisher's obligation to effectively notify Author regarding royalty earnings. Statements will be delivered electronically some time following the statement ending periods, but no later than one month after the statement ending periods, unless Author is notified by Publisher of an expected longer delay. Royalty information may be provided at more frequent intervals if deemed appropriate by Publisher, and royalty statements sent by the Publisher within 30 days of the semi-annual reporting periods shall be regarded as sufficiently close to the semi-annual periods to serve as the statements for those periods.

(7g) PAYMENT SCHEDULE – Royalties earned and collected by Publisher on sales of the Work will be paid per the percentage defined in section (7d) above. Royalties due Author that have been collected from payment sources by Publisher will be paid to Author within one month of delivery of specified semi-annual scheduled earnings statements. Royalty payments will be made via PayPal electronic funds transfer, in US dollars, to a PayPal account designated by Author. Payments will be sent within 30 days after the date electronic earning statement is sent to Author per the previously defined semi-annual schedule. At Publisher's discretion, royalty payments may be made on a more frequent basis. Any royalty payments sent by the Publisher within 30 days of the semi-annual reporting/payment periods shall be regarded as sufficiently close to those periods to serve as the payments for those periods.

(7h) ALTERNATE PAYMENT DELIVERY METHOD – If Author cannot or chooses not to set up a PayPal account to receive royalty payments, Publisher agrees to mail a negotiable check in US dollars via US Postal Service First Class Mail to the Author's address noted in this Agreement. Checks sent by mail will not be guaranteed by Publisher to arrive, and any checks that, after one month, are considered 'lost in the mail' due to non-delivery will be replaced with a second payment sent by the same method to Author, but will include a 'stop-payment' fee of \$20 deducted from royalties due the Author. In the event a 'stop-payment' fee exceeds royalty payment due to Author, the amount by which the 'stop-payment' fee exceeds the royalty payment due will be deducted from the next future payment due the Author. Publisher strongly urges Author to accept payment electronically as described herein, or to negotiate a mutually agreeable alternate electronic payment method that will be attached to this Agreement as an amendment.

(7i) ACCOUNT AUDIT – In case of suspected errors, author shall have the right to audit, or have audited, once annually, Publisher’s records pertaining to the Work, where such records are usually maintained. In the event that any semi-annual accounting statement under-reports collected royalties due the Author in an amount greater than 10 percent of the total amount due during the period covered by that accounting statement, Publisher shall pay the direct cost of the audit, if any, but not to exceed \$100.00 US dollars. When under-reporting is 10 percent or less of the total royalties due during that statement period, Author is responsible to pay any auditing fees and expenses incurred directly or indirectly as a result of such audit. Publisher will not be held accountable for faulty sales information provided by outside distributors or retailers, or for sales royalties reported but not paid to Publisher by outside distributors or retailers.

(8) PROMOTIONAL AND AUTHOR COPIES OF THE WORK

(8a) REVIEW, PROMOTIONAL, OR FREE COPIES OF WORK – Publisher may, from time to time for promotional purposes, provide free print or electronic copies of the Work to review sites, or as contest prizes, or for other promotional activities. Neither Publisher nor Author will receive royalties on promotional giveaways of the Work, and Author will not be due or credited for royalties on said giveaways.

(8b) AT-COST PRINT COPIES OF THE WORK – Author may order and pay for an unlimited number of print copies of the Work for promotional distribution or for sale, or for any other purpose Author sees fit. Publisher will sell to Author at-cost print copies of Work at 20% over the actual printing cost the Publisher would pay, plus actual shipping cost, plus \$1.00 per shipment. Publisher will provide an itemized total amount to be paid by Author for each separate order for at-cost copies of the Work, and each order must be paid by Author to Publisher in advance, in a method generally acceptable to Publisher, with payment to include total shipping cost plus \$1.00 per shipment. Once Publisher receives payment, Publisher will place order with printer and have books shipped to the physical address requested by Author. Printed copies of the Work sent to review sites by Author or given away in promotional activities shall be accounted for by Author to Publisher to avoid duplication of promotional efforts. No royalties will be paid to or credited to Author for purchase of at-cost print copies of the Work.

(8c) FREE AUTHOR ELECTRONIC COPIES OF THE WORK – Upon Author’s request, Publisher agrees to provide and license Author free of charge one electronic file copy of the Work in each of the electronic formats available direct from the Publisher, to use for promotional purposes the Author may deem appropriate (such as for contest prizes, or review copies). Publisher will provide the various file formats at Author’s request, with no cost to the Author except if delivery of said files incurs a delivery fee for the transfer process requested by Author. Normal email attachments will be assumed to incur no delivery fees. Further, Publisher licenses Author to copy onto disk or CD or other electronic storage device an unlimited number of copies of the Work for promotional distribution, provided said distribution does not involve sales of the Work for which Publisher would normally receive a royalty percentage. Author must account to Publisher actual distribution of copies of the Work to avoid duplication of promotional efforts. No royalties will be paid to or credited to Author for free electronic Author copies of the Work. Proprietary electronic copies that cannot be delivered direct from Publisher to Author for promotional purposes will not be provided free of charge. If Author chooses to use proprietary electronic format copies for promotional giveaways, Author will obtain said copies from the proprietary source and be responsible for all associated fees to obtain said copies from the proprietary source.

(8d) PURCHASED ELECTRONIC AUTHOR COPIES OF THE WORK FOR RESALE – Publisher licenses to Author permission to make an unlimited number of electronic copies of the Work from files provided by Publisher as described in (8c), provided Author reports to Publisher in a timely fashion Author’s sale of any number of electronic format copies of the Work, including downloaded or electronically transferred copies, or copies sold on an electronic storage medium. For said sales, Publisher will be due a royalty of 35 percent net. Net in this instance is total sale amount collected by Author after deduction of Author’s direct expense for sale of said copies. Author’s direct expense is determined to be the unit cost of physical electronic storage material or device containing the electronic copy of the Work, such as cased CD or similar medium, plus any prorated per-unit tax or fee assessed and paid by the Author in the purchase of the medium prior to copying the Work, plus any prorated per-unit tax or fee assessed and paid by Author on the sale of the unit. If no direct costs are incurred in the cost of selling the electronic copy of the Work, then Publisher will be due 35 percent royalty on the Author’s sale of the copy of the Work. Payment due for any royalties to Publisher on sales by Author or Author’s representative for electronic copies of the Work will be first be applied and deducted from royalties due Author in the current semi-annual earnings period. If no royalties have been collected by Publisher that result in royalties due Author in the current sales reporting period, Publisher will apply royalties due from sales by Author to the next future royalty statement period or elect to receive royalty payment from Author in a manner mutually acceptable to Author and Publisher.

(8e) PROMOTIONAL ACTIVITIES – Author is expected to actively and appropriately promote both the Work and the Publisher to the best of his/her abilities, but Author is not expected to purchase or contribute advertising to Publisher’s marketing or public relations campaigns. Any promotional or public relations or marketing campaigns Publisher sponsors or participates in shall be at the Publisher’s discretion and expense. Publisher will send review copies of the Work on Author’s behalf and will notify Author when and where review copies have been sent, to avoid duplication of effort. Publisher does not reserve funds or provide funds for use by Author for promotional activities. Author is free to contract an outside promotional firm or otherwise participate in promotional activities sponsored by other organizations at the Author’s expense. Author is expected at all times to promote the Author’s brand, the Work, and the Publisher appropriately and not engage in illegal or defamatory activities, or by association cause detriment to the Publisher’s reputation.

(9) BREACH OF CONTRACT

(9a) PUBLISHER BREACH – Publisher shall not be deemed to have committed any breach of this contract by reason of its acts or failure to act unless written notice thereof has been sent to Publisher by Author setting out specific details, and Publisher has failed to remedy such breach within 90 days of receipt of written notice. Breach (if proven) without appropriate remedy within 90 days will result in reversion of rights to the Author and nullification of this Agreement, without entitlement of monetary compensation for any loss perceived by the Author.

(9b) AUTHOR BREACH – Author’s breach of contract or withdrawal from this Agreement after Publisher has made considerable production investment in the Work may incur financial penalty equivalent to the amount of money expended for preparation of the Work for sale, up to \$200.00 USD. In the event of Author’s breach or withdrawal, Author agrees to pay for said itemized production expenses not to exceed \$200.00. (In the case of co-authors, if any one of the co-authors

commits a breach of or prematurely terminates this Agreement, the Agreement is nullified in accordance with terms herein for all the remaining co-authors, and each co-author will be equally and proportionately liable for up to \$200.00 total damage compensation.)

(9c) ARBITRATION – Unresolved differences are subject to legal and binding arbitration in the State of Tennessee, and any legal expenses will be borne by the respective parties.

(9d) REMAINDERS – Publisher reserves the right to recover cost of and to dispose of all remainder print stock of said Work in any manner deemed appropriate by the Publisher in the event of contract negation/termination or Author withdrawal/breach. Royalties will be paid to Author only if due on remaining physical copies in stock, and will be based on net earnings after Publisher production and sales expenses, in the event of Author breach of contract or withdrawal before the initial contract period.

(10) FAILURE OF PUBLISHER COMPANY

(10a) If Publisher shall apply for or consent to the appointment of a receiver, trustee, admit in writing its inability to pay its debt as they mature, make a general assignment for the benefit of creditors, be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or a file a petition or answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation under any law or statute of any jurisdiction, or file an answer admitting material allegations of a petition filed against it in any proceeding under any such law, or if corporate action shall be taken for the purpose of effecting any of the foregoing, then immediately upon the happening of any of the said events, upon written notice to Publisher, Publisher's rights under this Agreement shall terminate.

(10b) In the event of death or incapacitation of the Publisher (Sole Proprietor), all assets belonging to the Publisher, including unsold physical copies of the Work manufactured for sale, will pass through inheritance according to local laws governing survivorship. Non-physical assets, such rights to the Work, revert to the Author.

(11) ASSIGNMENT

Neither party can assign this contract without written consent from the other party. Premature buyout falls under this mutual consent stipulation and may involve monetary compensation to be agreed on mutually by both parties.

(12) TAXES

(12a) Publisher will not withhold taxes from Author's royalty payments, unless specifically noted in an itemized explanation of the payment. Author is responsible for reporting and paying her/his own income taxes on earnings paid by Publisher. Publisher will provide Author with earnings statements in appropriate forms or substitute forms, as required by US laws for the region in which Publisher is located. Failure of Author to receive such statements does not absolve Author of tax responsibility.

(12b) Publisher will collect and pay all sales and other taxes and file forms as necessary relating to sales of the Work, as required by laws governing commerce in regard to Publisher's physical location

and Publisher's direct sales of the Work. On total sales insufficient to warrant taxation, Publisher will not be obligated to collect or pay sales tax.

(13) SCOPE OF AGREEMENT

(13a) FOR SINGLE AUTHOR – This constitutes the entire Agreement, and no change shall be made to the Agreement unless mutually agreed to in writing (email or post mail) by both parties. Any provision judged to be unenforceable shall not negate the remaining provisions.

(13b) FOR MULTIPLE AUTHORS – For each co-authors of the Work, a copy of this Agreement with identical terms shall be provided, and validation of all the contracts for all co-authors of the Work shall be co-dependent and subject to the same amendments, if any, to this Agreement. Each co-author will receive the same notifications from the Publisher and be governed by the same terms of this Agreement. Any provision judged to be unenforceable shall not negate the remaining provisions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement:

Author

Date

Authorized Agent of Penumbra Publishing

Date